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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM411387

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		01/06/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ANVIL INTERNATIONAL, LLC
Street Address:	Two Holland Way
City:	Exeter
State/Country:	NEW HAMPSHIRE
Postal Code:	03833
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1715008	ANVIL
Registration Number:	2548248	ANVIL
Registration Number:	1734358	
Registration Number:	2678623	
Registration Number:	4783204	ANVIL GLOBAL PIPE SUPPORT DESIGN SYSTEM
Registration Number:	3226941	ANVIL INTERNATIONAL
Registration Number:	3226942	ANVIL INTERNATIONAL
Registration Number:	910553	ANVILETS
Registration Number:	3529069	ANVILFLEX
Registration Number:	3080747	ANVIL-STRUT
Registration Number:	3042893	ANVIL-STRUT
Registration Number:	4138562	DI-LOK
Registration Number:	2650166	FIRE-RITE
Registration Number:	4783205	FORGEWORX
Registration Number:	1087606	GRUVLOK
Registration Number:	3634611	GRUVLOK
Registration Number:	2731586	GRUVLOK
Registration Number:	2677760	GRUVLOK
Registration Number:	2741293	GRUVLOK
		TRADEMARK

900390472 REEL: 005960 FRAME: 0477

Property Type	Number	Word Mark
Registration Number:	2953155	GRUVLOK XTREME LUBRICANT
Registration Number:	4511764	GRUV-RING
Registration Number:	1283017	HPR
Registration Number:	2677776	JBS
Registration Number:	1822305	RIGIDLITE
Registration Number:	1826089	RIGIDLOK
Registration Number:	1283016	ROUGHNECK
Registration Number:	3080727	SPF/ANVIL
Registration Number:	3294719	SPF/ANVIL
Registration Number:	1315760	CON-JOINT
Registration Number:	1197940	MPF
Registration Number:	4396696	SEIS BRACE
Registration Number:	4295999	SLIDELOK
Registration Number:	1376878	MERIT
Registration Number:	2605286	SPF
Registration Number:	2968726	ANVILSTAR
Registration Number:	2961534	ANVILSTAR
Registration Number:	3066706	ANVILSTAR
Registration Number:	3826977	BECK

CORRESPONDENCE DATA

Fax Number: 7044448847

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-548- 2154

Email: ksaltrick@mcguirewoods.com

Correspondent Name: McGuireWoods LLP

Address Line 1: 1345 Avenue of the Americas, 7th Floor

Address Line 2: Attention: Mirlande Telfort, Esq.

Address Line 4: New York, NEW YORK 10105

NAME OF SUBMITTER:	Mirlande Telfort
SIGNATURE:	/s/ Mirlande Telfort
DATE SIGNED:	01/06/2017

Total Attachments: 6

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PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This **PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS** (this "Release"), dated as of January 6, 2017 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as administrative agent (the "Administrative Agent"), in favor of ANVIL INTERNATIONAL, LLC (the "Grantor").

WHEREAS, pursuant to that certain ABL Pledge and Security Agreement, dated as of November 25, 2014, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor collaterally assigned, granted, mortgaged and pledged to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered: (i) ABL Trademark Security Agreement, dated as of November 25, 2014 and recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 1, 2014, at Reel 5409, Frame 0683, (ii) ABL Trademark Security Agreement, dated as of November 25, 2014 and recorded with the USPTO on December 1, 2014, at Reel 5409, Frame 0794, and (iii) ABL Trademark Security Agreement, dated as of November 25, 2014 and recorded with the USPTO on December 1, 2014, at Reel 5409, Frame 0748 (collectively, the "<u>Trademark Security Agreements</u>");

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated as of January 6, 2017, the Administrative Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release of Specified Collateral</u>. The Administrative Agent, without representation or warranty of any kind, hereby (i) releases, discharges, terminates and cancels all of its security interest arising under the Trademark Collateral (as defined in the Security Agreement) in the trademark registrations and applications set forth on <u>Schedule 1</u> attached hereto (the "<u>Released Trademark Collateral</u>"), and (ii) terminates the Security Agreement and Trademark Security Agreements solely with respect to the Released Trademark Collateral. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreements, the Administrative Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral or any other collateral arising under the Security Agreement or the Trademark Security Agreement (the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests collaterally assigned, granted, mortgaged and pledged to the Administrative Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Administrative

Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

- 4. <u>Further Assurances</u>. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Recordation</u>. The Administrative Agent hereby authorizes Anvil International, LLC or any of its authorized representatives to file this Release with the USPTO or any other applicable governmental office. The Administrative Agent hereby further authorizes and requests an applicable government officer record this Release.
- 6. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as

Administrative Agent for the Lenders

Name:

William J. Wilson

Title:

Senior Vice President

Anvil International, LLC
PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (ABL)
Signature Page

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ANVIL INTERNATIONAL, LLC, as Grantor

By:

Name: Evan Hart

Title: Chief Financial Officer

Anvil International, LLC
PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (ABL)
Signature Page

Schedule 1

Released Trademark Collateral

Apr 11, 2006	3080727	Aug 16, 2004	78468259	SPF/ANVIL	United States	Anvil International, LLC
Jun 26, 1984	1283016	Sep 1, 1982	73383054	ROUGHNECK	United States	Anvil International, LLC
Mar 15, 1994	1826089	Sep 24, 1992	74317312	RIGIDLOK	United States	Anvil International, LLC
Feb 22, 1994	1822305	Apr 14, 1992	74265749	RIGIDLITE	United States	Anvil International, LLC
Jan 21, 2003	2677776	Apr 9, 2002	76393817	JBS and Design	United States	Anvil International, LLC
Jun 26, 1984	1283017	Sep 1, 1982	73383069	HPR	United States	Anvil International, LLC
Apr 8, 2014	4511764	Nov 9, 2012	85775827	GRUV-RING	United States	Anvil International, LLC
May 17, 2005	2953155	Nov 22, 2002	78188020	GRUVLOK XTREME	United States	Anvil International, LLC
Jul 29, 2003	2741293	Apr 9, 2002	76393821	GRUVLOK and Design	United States	Anvil International, LLC
Jan 21, 2003	2677760	Apr 9, 2002	76392864	GRUVLOK and Design	United States	Anvil International, LLC
Jul 1, 2003	2731586	Apr 9, 2002	76392746	GRUVLOK and Design	United States	Anvil International, LLC
Jun 9, 2009	3634611	Oct 27, 2008	77600923	GRUVLOK	United States	Anvil International, LLC
Mar 21, 1978	1087606	Sep 8, 1977	73140445	GRUVLOK	United States	Anvil International, LLC
July 28, 2015	4783205	Jun 9, 2014	86304913	FORGEWORX	United States	Anvil International, LLC
Nov 12, 2002	2650166	Jun 12, 2000	76067719	FIRE-RITE	United States	Anvil International, LLC
May 8, 2012	4138562	Sep 8, 2011	85417579	DI-LOK	United States	Anvil International, LLC
Jan 10, 2006	3042893	Sep 7, 2004	78479638	ANVIL-STRUT and DESIGN	United States	Anvil International, LLC
Apr 11, 2006	3080747	Sep 7, 2004	78479624	ANVIL-STRUT	United States	Anvil International, LLC
Nov 4, 2008	3529069	Apr 6, 2005	78603018	ANVILFLEX	United States	Anvil International, LLC
Mar 30, 1971	910553	Feb 24, 1970	72352061	ANVILETS	United States	Anvil International, LLC
Apr 10, 2007	3226942	Oct 25, 2005	78740074	ANVIL INTERNATIONAL & Anvil Design in Circle	United States	Anvil International, LLC
Apr 10, 2007	3226941	Oct 25, 2005	78740070	ANVIL INTERNATIONAL & Anvil Design in Circle	United States	Anvil International, LLC
July 28, 2015	4783204	Jun 9, 2014	86304910	ANVIL GLOBAL PIPE SUPPORT DESIGN SYSTEM FORGEWORX PRO & Design	United States	Anvil International, LLC
Jan 21, 2003	2678623	Jun 22, 2000	75981383	Anvil Design	United States	Anvil International, LLC
Nov 24, 1992	1734358	Jan 7, 1992	74235587	Anvil Design	United States	Anvil International, LLC
Mar 12, 2002	2548248	Jun 12, 2000	75981386	ANVIL	United States	Anvil International, LLC
Sep 15, 1992	1715008	Jan 7, 1992	74235664	ANVIL	United States	Anvil International, LLC
Reg. Date	Reg. No.	Appl. Date	Appl. No.	Mark	Country	Grantor

RECORDED: 01/06/2017

Aug 3, 2010	3826977	May 19, 2009	77740004	BECK	United States	Anvil International, LLC
Mar 7, 2006	3066706	Mar 12, 2004	78383585	VIN VIEW VIEW VIEW VIEW VIEW VIEW VIEW VIEW	United States	Anvil International, LLC
Jun 7, 2005	2961534	Jan 28, 2004	78358570	ANVILSTAR	United States	Anvil International, LLC
Jul 12, 2005	2968726	Jan 28, 2004	78358525	ANVILSTAR	United States	Anvil International, LLC
Aug 6, 2002	2605286	Oct 13, 1999	75821461	SPF	United States	Anvil International, LLC
Jan 7, 1986	1376878	Oct 31, 1984	73515704	MERIT	United States	Anvil International, LLC
Feb 26, 2013	4295999	Jul 20, 2010	85088838	SLIDELOK	United States	Anvil International, LLC
Sep 3, 2013	4396696	Jun 16, 2011	85347796	SEIS BRACE	United States	Anvil International, LLC
		Sep 26, 2012	85738748	SLIDEFLEX	United States	Anvil International, LLC
Jun 15, 1982	1197940	Jul 15, 1981	73319091	MPF STYLIZED	United States	Anvil International, LLC
Jan 22, 1985	1315760	Oct 11, 1983	73447598	CON-JOINT	United States	Anvil International, LLC
Sep 18, 2007	3294719	Oct 21, 2004	78503559	SPF/ANVIL Logo	United States	Anvil International, LLC
Reg. Date	Reg. No.	Appl. Date	Appl. No.	Mark	Country	Grantor